

MINUTES
BROWN COUNTY HOUSING AUTHORITY
Monday, January 16, 2006
City Hall
100 N. Jefferson Street, Room 604
Green Bay, Wisconsin 54301
3:00 p.m.



MEMBERS PRESENT: Tom Diedrick-Chair; Rich Aicher-Vice-Chair; Paul Kendle; Darlene Hallet; and Michael Welch.

OTHERS PRESENT: Rosemary Jonas, Cathy Larsen, Mike Mason, Ald. Andy Nicholson, Nisler, Keith Pamperin, Chris Paquet, Jessica Potter, Dennis Priebe, Cheryl Renier-Wigg, Rob Strong, Ald. Tony Theisen, Larry Wiest, and other interested parties.

K. Pamperin introduced Cathy Larsen, who will be taking minutes for the BCHA meetings, and Jessica Potter, a student intern. J. Potter stated that she will be researching "Best Practices" to encourage rental property owner participation in Housing Choice and Project Based Voucher Programs, research and document the assisted housing/population ratios for Brown County, analyze and document HCV enrollment and waiting list trends, to name just a few.

The Commissioners, representatives of ICS, and those in the audience then introduced themselves.

APPROVAL OF THE MINUTES:

Approval of the minutes from the December 19, 2005, meeting of the Brown County Housing Authority.

A motion was made by R. Aicher, seconded by D. Hallet, to approve the minutes as presented. Motion carried.

T. Diedrick asked to defer from the regular order of business so that Item #5 could be taken first to accommodate those in attendance. A motion was made by P. Kendle, seconded by D. Hallet, to defer from the regular order of business to take item #5 out of order. Motion carried.

NEW BUSINESS:

5. Review and comment regarding the findings of fact and conclusions of the hearing pertaining to contractual status of owner, Despina Gerakis, and determination on what action the Brown County Housing Authority will take.

T. Diedrick stated that previous to this meeting, the Housing Authority held a special public hearing to receive statements and comments concerning the Authority's Notice of Termination of Contract whereby the Housing Authority has found Despina Gerakis to be in material breach of the Housing Assistance Payments Contract between the Authority and her.

He asked the commissioners what action they would like to take concerning that notice and the information they heard and received at the public hearing.

K. Pamperin asked Corporation Counsel Chris Paquet for guidance on what options or actions the Authority could take. C. Paquet responded that the ultimate conclusion could be termination of the current contracts and abatement from future participation in any Housing Assistance Payments Contracts for (as noted in the Notice of Termination Contract for D. Gerakis) 5 years from the last municipal or code violation citation.. That would be the strongest sanction that this body could impose. Based on evidence that was heard at that hearing, the sanction could be lessened all the way down to denying that notice and basically dismissing the complaint. The Authority cannot exceed the sanction of the notice that was given, but it can reduce the sanction to something less than included in the notice or the Authority could decide not to advance on the notice and allow her to proceed as a participating rental property owner..

P. Kendle stated that in several instances she admitted to the charges stated in the complaint that she did violate the housing assistance contract.

A motion was made by P. Kendle, seconded by R. Aicher, to prohibit Despina Gerakis from further participation in the Brown County Housing Choice Voucher program and that the Authority enforce the maximum penalty, as included in the Authority's Notice of Termination of Contract dated January 19, 2006.

K. Pamperin stated that the notice of termination states for five years from date of last citation received by law enforcement or the inspection department of any municipality in which she owns property. That could be a moving five years if she continues to have code citations. C. Paquet stated that language regarding not only property she owns but also any property for which she has any interest in from both an ownership or management position could be included. This would mean that she cannot participate as a partner or party to ownership or property management.

Vote taken. Motion carried.

C. Paquet stated that the BCHA is the ultimate authority on this issue, and he will draft the necessary documents. K. Pamperin added that the Authority needs to advise D. Gerakis' current tenants who are in good standing and receiving Housing Choice Voucher assistance and are residing in her units that their assistance at that address will not continue. The tenants should be offered 60 days to find another location. After 60 days, payments to D. Gerakis would be suspended, but the tenants could be allowed to remain as active participants until they relocate to a qualified rental unit. R. Jonas stated that currently there are three families receiving assistance. D. Gerakis was also renting to some families that did not have contracts with ICS, as well as families that did not meet the standards. C. Paquet asked R. Jonas to provide him with the necessary information and stated that he would strongly anticipate that D. Gerakis would take legal action against anyone who tries to move out. The tenant does have the right to receive a copy of the Notice of Termination of Contract because that is the tenant's official document if this were to occur. T. Diedrick stated that he would authorize the final Notice of Termination of Contract and sign it.

T. Diedrick stated that the Authority could return to the regular order of business.

A motion was made by P. Kendle, seconded by D. Hallet, to return to the regular order of business. Motion carried

COMMUNICATIONS:

K. Pamperin stated that he has two communications not included in the packet. A request was received from Ald. VanderLeest to prepare a report to the City of Green Bay Common Council at a meeting date determined by the Mayor's office. He indicated that the Council members would like an update of procedures and practices that the Authority has put in place and the current enrollment in the housing program.

K. Pamperin stated that there has been discussion regarding opportunities to request waivers from HUD. One of the critical waiver requests that was submitted last May was for authorization to prohibit new vouchers for either current or ported individuals into a designated area of concentrated poverty. A map has been prepared indicating the area of central Green Bay bordered by Gray Street on the west, Mason Street on the south, Baird Street on the east, and 1-43 on the north. Calculations have been done of the current housing vouchers in that area, as well as of all other types of special needs housing. About 32 percent of all of the assisted housing in Brown County is in that area, which should give the Authority some merit as to why additional assisted housing should be prohibited in that area. A formal request will be resubmitted in an attempt to get the waiver.

REPORTS:

1. Report on Section 8 Housing Choice Voucher Rental Assistance Program.

a. Family Self-Sufficiency Report.

R. Jonas presented the report. She and K. Pamperin received a request from the HUD office to resubmit the annual plan that the Authority had approved. The template used was for the 5-year plan. K. Pamperin stated that HUD has two templates to use for the plan: one is an annual plan and one is an annual and five year plan.. Staff thought that this was the year BCHA was required to do the annual and five year plan. HUD has since informed the Authority that the streamlined annual template was to be used. It has not yet been resubmitted, and later in the agenda, the Commission will be asked to approve the certification necessary for the 2006 Streamlined Agency Plan.

R. Jonas reported on preliminary applications. A total of six applications were received in December. Names continue to be removed from the waiting list up to January 10, 2005, so the waiting list goes back about one year. When the waiting list was closed, the local preference was 1,852 and now is down to 1,196. Over 200 names were removed because of scheduled interviews, and it is possible that ICS would be requesting that the waiting list be reopened in mid-2006.

R. Jonas stated that the unit count is 2,956 households, with a year-to-date number of assisted households of 3,055. This is slightly under 95 percent utilization, with over \$13 million being issued in assistance payments, so the Authority should meet SEMAP goals. The program is more budget-based than based on the number of housing units.

R. Jonas stated that the program numbers show that 518 households were terminated last year, up from 242 the previous year. The terminations are because people have moved on to something better and because of noncompliance.

R. Jonas stated that the family self-sufficiency program has been extremely successful. There were 16 homeownership closings, which exceeded the projected goal of 12 for the year. There are 69 families in the family self-sufficiency program, and it is growing fast. This program gives families the incentive to improve employability and earning skills and move on to a self-sufficient life.

R. Jonas stated that 388 units were inspected in December. Of those, 320 passed, which is 82 percent. Of the units passed, 261 passed the first time, with the remaining passing after reevaluation. There is a charge for the third inspection, but not for the second in order to give the landlord an opportunity to take care of repairs.

K. Pamperin stated that a few months ago the Housing Authority instigated a process where every household would be inspected annually. If the property fails the first inspection, it is inspected a second time. If housing quality standards (essentially municipal code standards) are not met after the second inspection, the landlord is charged \$50 for a third inspection. If the fee is not paid or if the landlord does not want the third inspection, the property is no longer eligible for Housing Voucher Assistance. This makes the landlords more responsible and accountable in meeting local codes. The ICS inspectors are funded through the program. Another tool in place is if ICS does an inspection and the landlord chooses not to make the repairs, the tenant is suspended from the program and the address is turned over to the local municipal inspection department. There has been an average of about four each quarter both inside and outside of Green Bay.

2. Report on Section 8 HQS Compliance.

S. Nilser referenced her report on fraud. She receives referrals from landlords, elected officials, and families. The data is entered on a spreadsheet, forwarded to Mike Mason for investigating, with a report of findings given to S. Nilser of ICS. The tenant has 20 business days to submit a request for a hearing. After the hearing and if the charge is substantiated, a 30-day notice is sent to the tenant indicating that housing assistance will end.

3. Report on ICS Administrative Costs for Housing Choice Voucher Program.

D. Priebe referenced the table included in the packet. The figures in the green shaded cells are estimates and will be updated for the next meeting.

4. Report on Langan Investigations criminal background screening and fraud investigations.

M. Mason presented his report, which is now going to include a section entitled arrest log and drug warrants and arrests. Totals for the two categories were 16 in December for the City of Green Bay. When the charge is substantiated, a termination letter is sent, and very seldom are those findings overturned. Usually there are more substantiated charges than are shown on the report for December (8). Twenty-five new fraud cases were opened the first of December, which is more than usual. There was discussion on the different charges noted in the report.

A. Nicholson asked what percentage of M. Mason's substantiated reports receive a letter from ICS. S. Nilser responded that 100 percent would receive a letter. Sometimes there is a need for more information, and a request is then made to M. Mason to provide

additional information. K. Pamperin added that more information might be needed, but ICS is not to overrule the findings of the investigation report provided by M. Mason. To his knowledge, no person involved in a substantiated fraud case since February when the Langon Investigation process was started has gotten back on the program.

M. Mason stated that the most common fraud is unreported household members, with unreported income being the second most common and difficult to prove. Anyone with a criminal violation is not allowed in the home. Last, the reporting of people in a household who are not actually living there is increasing, i.e., a child who is living offsite with someone else.

K. Pamperin commented on landlords committing fraud. He contacted HUD's Inspector General's office in Chicago. All cases with fraud will now be referred to that office for review. ICS has turned over a number of cases to C. Paquet for small claims action, and they will also be referred to the district attorney's office for criminal prosecution if the dollar amount warrants that level of action.

T. Diedrick asked about the 911 calls. R. Jonas responded that 70 of the 3,363 (2.1%) calls from December 3 to December 23 were from HCV households. Additionally, 37 of the 641 arrests (5.8%) were made from HCV households. This information is from the City of Green Bay Police Department. K. Pamperin added that ICS and the Housing Authority are not capable of tracking arrests county-wide. People incarcerated in the county jail are being tracked on a bi-weekly basis and matched with HCV records.

OLD BUSINESS:

None.

NEW BUSINESS (continued):

6. Review and approval of an amendment to the Administrative Plan to include changes to Chapter 15, Denial or Termination of Assistance.

R. Jonas stated that this is an amendment to the administrative plan, which is the result of legal action that ICS was denying people on a basis not covered in the plan. The information from M. Mason's fraud investigations can then be used to deny unauthorized household members from the program. The request is to change the wording to provide acceptable reasons for denying the application.

A motion was made by M. Welch, seconded by D. Hallet, to approve the amendment to the Administrative Plan to include changes to Chapter 15, Denial or Termination of Assistance. Motion carried.

7. Discussion and action to amend Brown County Housing Choice Voucher Program Housing Quality Standards to incorporate local municipal ordinances on garbage and recycling storage and pickup.

K. Pamperin stated that he does not have written language for the change recommended, and he asked the Commissioners how they wanted to address this common complaint regarding noncompliance with garbage and recycling codes, including early set-out and improper storage. BCHA operates a county-wide program that covers several

municipalities, each with its own ordinance. The majority of the current vouchers are within the City of Green Bay, and language would be drafted for each municipality for inclusion in the plan. The properties are inspected once annually and then upon receipt of a complaint. At those times, the HQS inspector would note actual noncompliance issues with garbage and recycling storage, and noncompliance problems would be reported to the owner and would be a condition of property acceptance in the HCV Program.

T. Theisen stated that he represents the near downtown area and asked if it is the intent to terminate those tenants. K. Pamperin responded that currently the HQS are very close to municipal code for the City of Green Bay. The landlord is responsible for keeping his property in compliance with local ordinances. This could be carried one step further. If the property is not in compliance, it should not be approved for housing assistance. However, because the individual municipal codes are all different, it is highly unlikely that the inspectors currently know all of the specific codes regarding garbage and recycling storage and disposal. K. Pamperin suggested that the actual code language of the individual municipality be referenced when they do their annual inspections. If a property is approved for an ICS tenant and later there is a problem, the landlord would be informed that there is an HQS violation that needs to be cleared or the tenant could be suspended from receiving assistance. The majority (99 percent) of the time the landlord is notified of a minor nonconformance, that landlord takes action and the tenant is not suspended. This would allow for HCV suspension if there is continued noncompliance.

T. Theisen stated that he is pleased that the Authority is considering this action. It is very irritating that some people who are getting assistance are disrupting the neighborhood. There are good people in the program, and it is important to go after the 1 percent that are not. Other common ordinance violations are not shoveling sidewalks, not mowing the lawn, property with extensive litter, and people parking on the front yard. K. Pamperin stated that the difference is that those complaints are going to occur numerous times during a 1-year period. HQS inspectors would be onsite only once a year. If there are ongoing violations or if the municipality declares that property a nuisance and the Housing Authority is notified, the Housing Authority can then take action. T. Theisen responded that instead of relying on the annual inspection, the city Inspection Department could be contacted for a record of violations for that property. K. Pamperin responded that the program is not intended to be the enforcer of municipal code. If the local municipality reports a concern to ICS, ICS cannot check out every inspection on every property. However, ICS is cross-checking the information submitted on "troubled" addresses. In addition, the action that the Authority took today regarding troubled landlords was a direct result of the nuisance abatement team and police department working together with the Housing Authority to permanently ban a landlord from participation. If ICS inspectors find something that is a health concern, they will call the municipal inspectors to take immediate action.

The general consensus of the Commissioners was to approve the request to amend Brown County Housing Choice Voucher Program Housing Quality Standards to incorporate local municipal ordinances on garbage and recycling storage and disposal.

8. Review and approval of Resolution 06-01 authorizing the Chair to execute and submit HUD 50076 PHA Certification of Compliance with Brown County Housing Authority Annual Agency Plan and Related Regulations.

K. Pamperin stated that this certification requires review and approval of the Authority and the signature of the chair as a requirement of the agency plan.

A motion was made by D. Hallet, seconded by R. Aicher, to approve Resolution 06-01. Motion carried.

BILLS:

K. Pamperin handed out an amended list of bills.

A motion was made by R. Aicher, seconded by D. Hallet, to approve the amended list of bills. Motion carried.

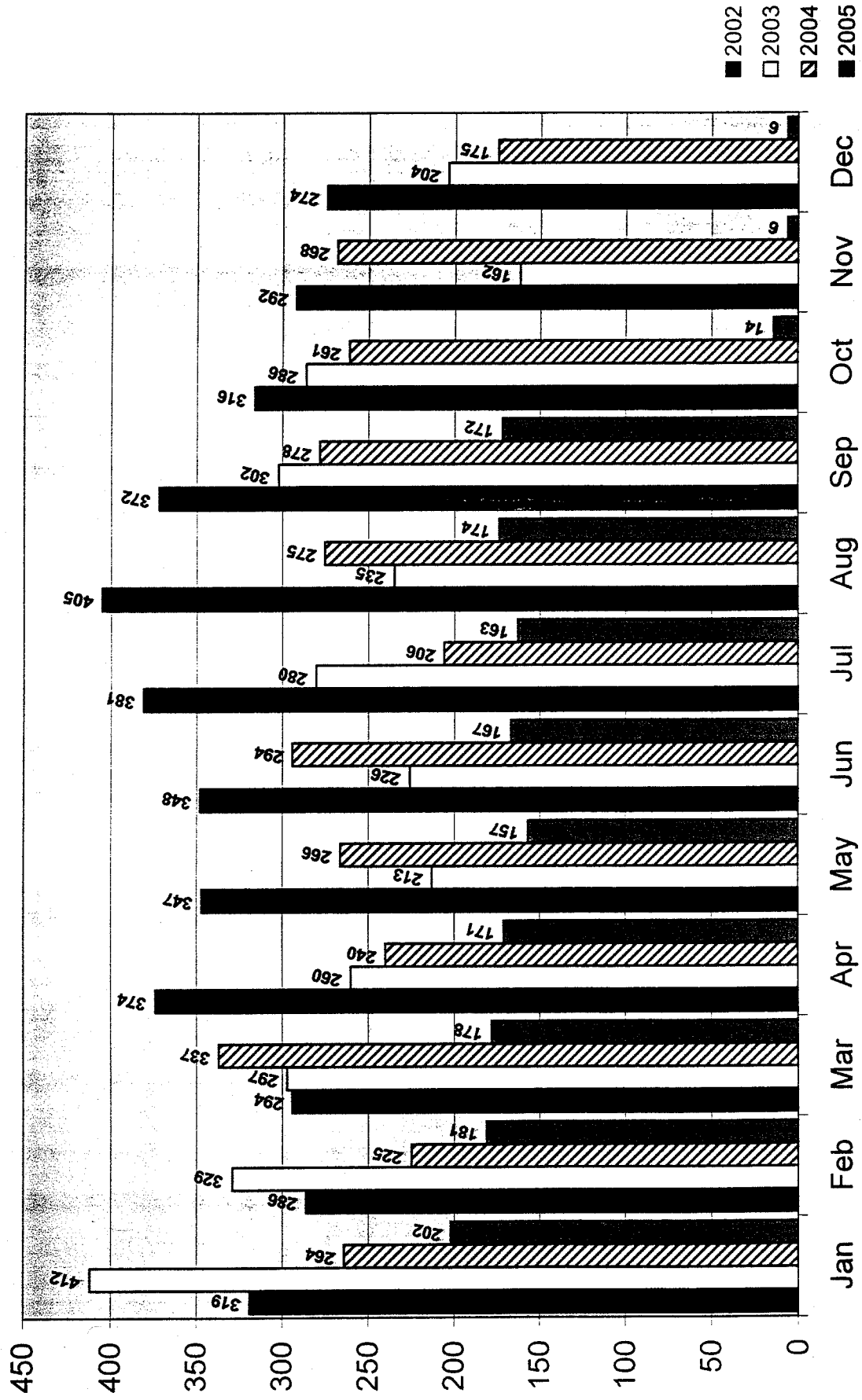
K. Pamperin stated that there is no financial report this month because the Authority is at year-end. A year-end close out report will be provided.

T. Diedrick thanked the Commissioners for the extra time they spent with the public hearing.

A motion was made by P. Kendle, seconded by D. Hallet, to adjourn. Motion carried. The meeting adjourned at 4:08 p.m.

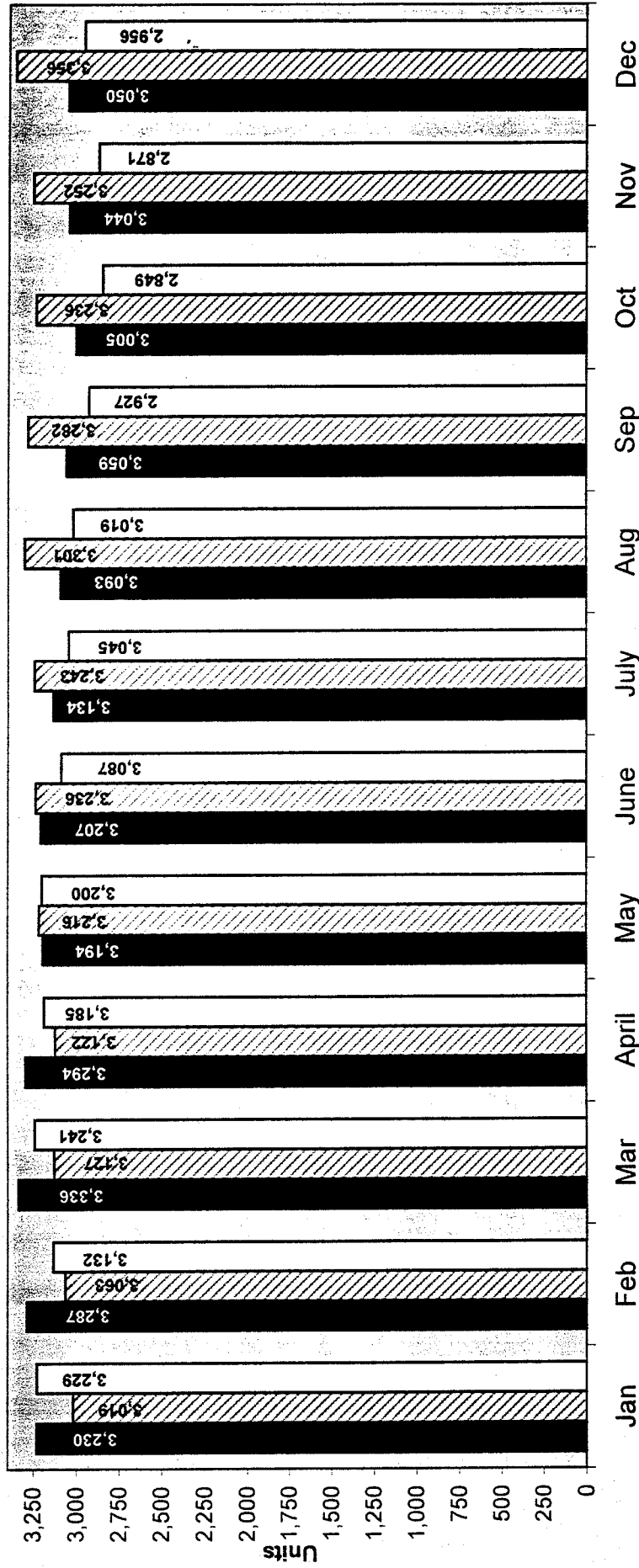
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2005 Housing Choice Voucher Preliminary Applications



*DECEMBER: 6 applications were received for project-based units only due to the closed Waiting List.

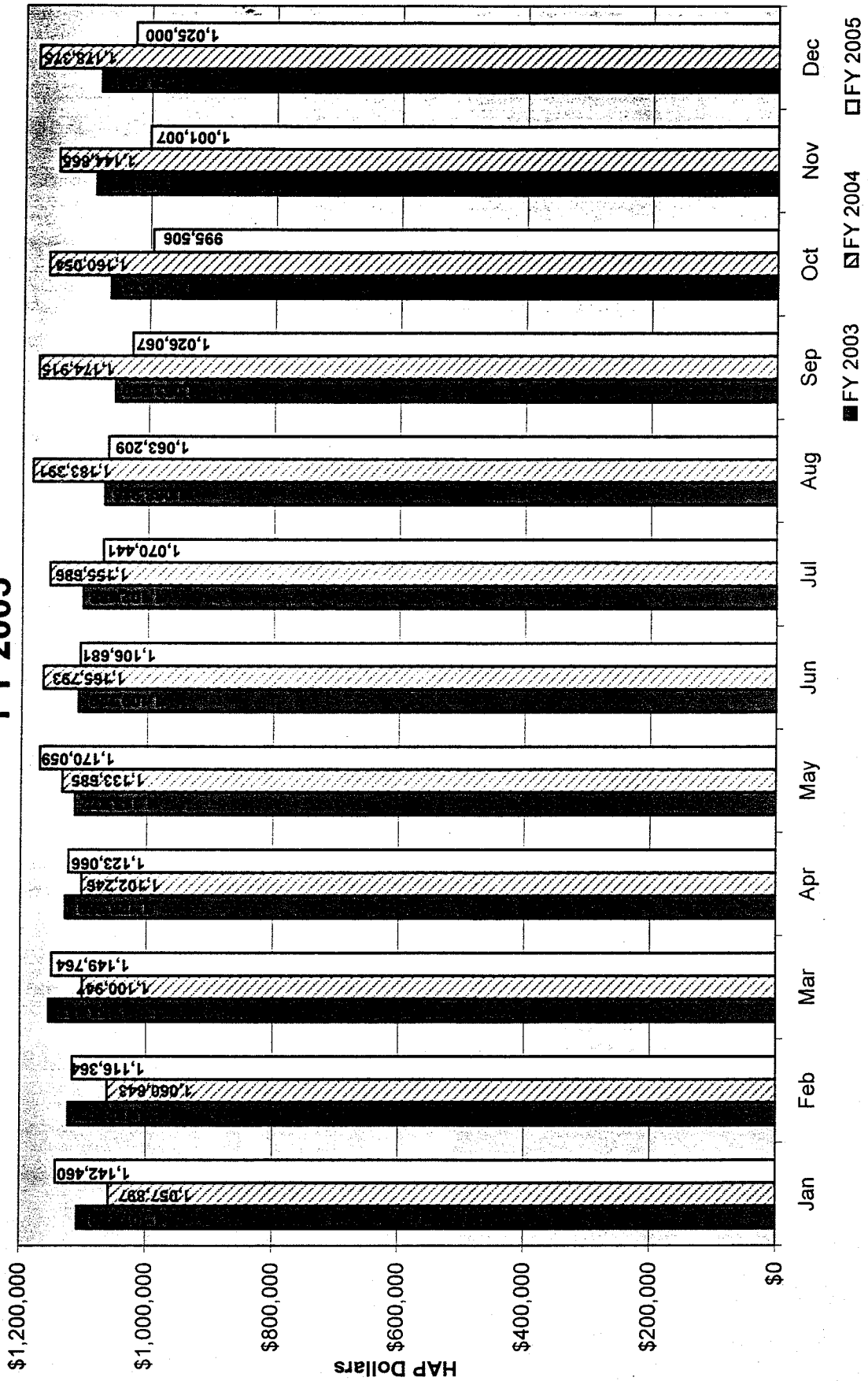
BCHA Housing Choice Voucher Program - Unit Count **FY 2005**



2003
 2004
 2005

98% = 3,169

BCHA Housing Choice Voucher Program - HAP Expenses FY 2005





FAMILY SELF-SUFFICIENCY QUARTERLY REPORT

October – December 2005

Minimum FSS slots available

34

Current Activity

69 of 34 slots filled (203%)

Escrow Activity

13 of 69 FSS participants have escrow activity (19%), totaling \$18,128.37
(Currently 8 families are contributing to escrow account, averaging
\$165.13/month)

FSS Graduates

0 graduates this quarter

FSS Terminations

# 707356—terminated, fraud	#653089, —terminated
# 705832,—voluntary termination	#712437, —terminated
# 673526,—contract expired	#516540,—moved

New Households

○ 14 new households joined this quarter:

# 05-081998-	#05-010403
#432063	#477810
#547663	#631976
#591776	#661220
#711948	#708316
#04-062339	#04-072137
#04-081825	#494329

Quarterly Updates

- Moe's SW Grill Fundraiser—Check for \$75 was received
- Ledgeview Business Assoc.—Wanting to get involved with program—should hear from association by end of March in what ways
- Recipients of recycled computers—6 households received
- GGBCF—received grant in amount of \$1250
- BCHA—received program support of \$500 for log books and \$1000 for merit awards
- Currently pending—Packers grant, contribution request from Anamax, Inc. and WPS
- Classes/workshops scheduled for 2006
- Complete grant/donation list for 2005 attached
- Highlights of FSS program in 2005 attached

2005 Goals for the Brown County Family Self Sufficiency Program

The focus will be to increase both the numbers of families assisted as well as improving the quality and delivery of services. Special attention will be paid to sustainability for the homebuyers. Measurements to assess success are as follows:

1. A minimum of 12 Housing Choice Voucher Program will become 1st time homebuyers by 12/31/05
2. A minimum of 1 out of 5 new homeowners will join the Family Self Sufficiency Program and become active participants by 12/31/05.
3. A minimum of one lender/realtor information session will be held in 2005.
4. A minimum of 46 families will be participating the Family Self Sufficiency Program by 12/31/05; increasing the program size from 23 at 12/31/04. This exceeds the HUD minimum program size by 10.
5. A minimum of 20 families will have escrow activity by 12/31/05; increasing the number of families with escrow accounts from 16 at year end. This exceeds the HUD minimum standard by 6 families.

1st Quarter, Update

New FSS Coordinators were hired in February. Much of February, March and April were spent training the new Coordinators, establishing procedures to enhance the quality of the FSS Program, applying for grants for additional funding, etc. Recruiting of new FSS participants began in April.

1. Three (3) new HCV Homeowners in the 1st Quarter.
2. As of yet, none of these three have joined the FSS Program.
3. Presented at a Realtor's Breakfast hosted by NHS on February 17th, sharing information on the HCV Homeownership Program.
4. Two new families joined the FSS Program in the 1st Quarter.
5. Sixteen (16) families have escrow activity as of 3/31/05.

2nd Quarter Update

This quarter we focused on increasing enrollment in FSS and expanding other service providers' awareness of the FSS Program as well as the Coordinator's knowledge of other services to which to refer clients. We held 4 FSS orientations, one of which was specifically for current HCV HO clients. In April, Brown County was invited to present at the HUD/Neighborworks HCV Homeownership Program training in Chicago.

1. 5 new HCV Homeowners in 2nd Quarter, bringing 2005 total to 8 and overall total to 66 (5 of which are no longer receiving Voucher assistance)
2. None of the new HOs have chosen to join the FSS Program, despite being marketed to all; one current HO joined FSS
3. No activity on this goal this quarter (however did present in Chicago)
4. 12 families joined the FSS Program, increasing total to 37 by 6/30/05
5. 16 families have escrow activity as of 6/30/05

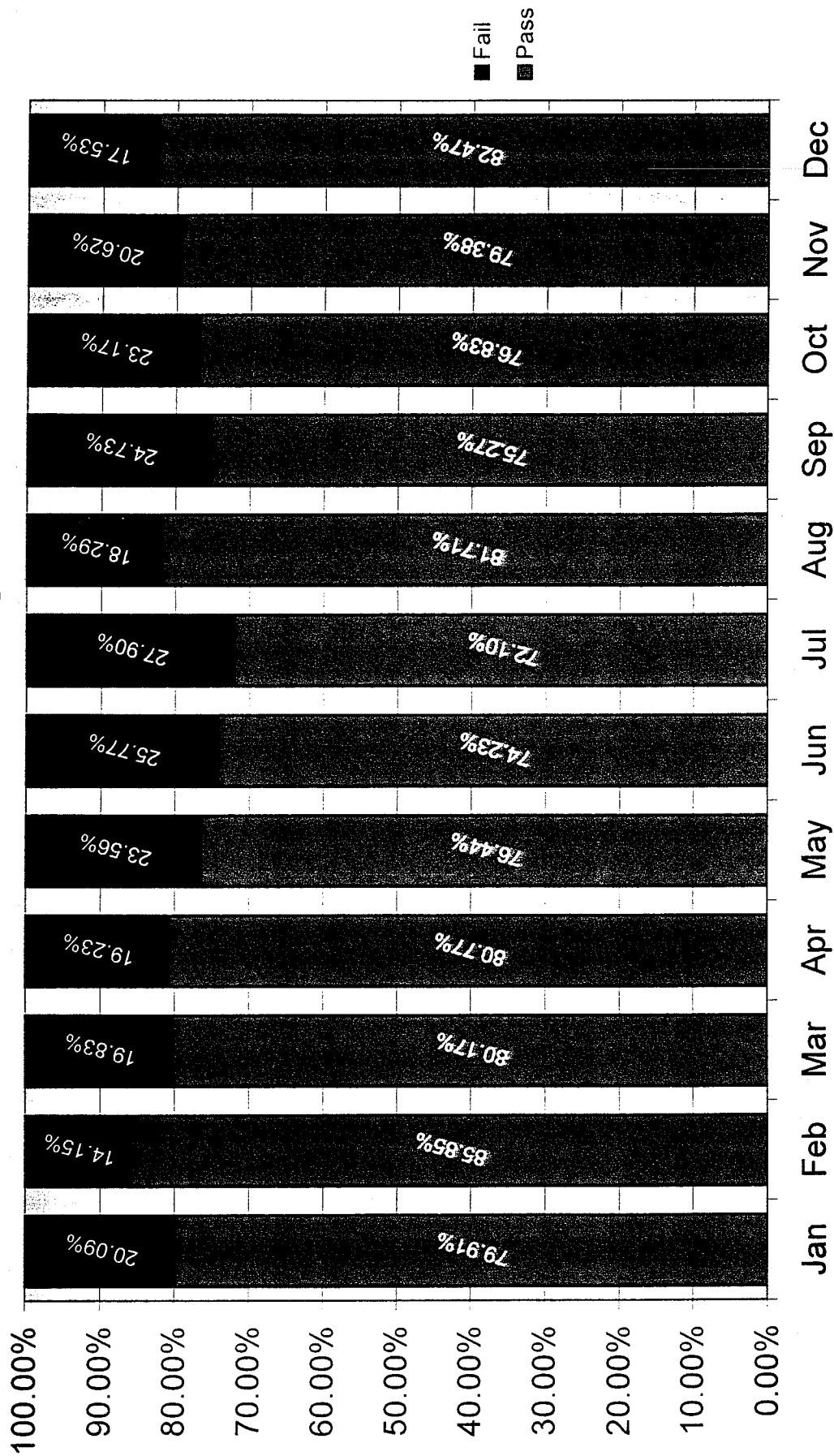
3rd Quarter Update

1. 2 new HCV Homeowners in 3rd Quarter; 2005 total is 10, overall total 68 (5 of which are no longer receiving Voucher assistance)
2. None of the **new** HO's joined FSS; one current HO joined this quarter, for total of 2 HO's joining FSS this year; total of 4 HO's on FSS
3. No activity on this goal this quarter
4. 29 families joined FSS this quarter, increasing total to 61 as of 9/30/05
5. 15 families have escrow activity as of 9/30/05

4th Quarter Update

1. 6 new HCV Homeowners in 4th Quarter; 2005 total is 16, overall total of 74 (7 of which are no longer receiving HO Voucher assistance)
2. None of the **new** HO's joined FSS; total of 2 HO's joined FSS this year; total of 4 HO's on FSS
3. No activity on this goal this quarter
4. 22 families joined FSS this quarter, increasing total to 69 as of 12/31/05
5. 13 families have escrow activity as of 12/31/05

BCHA Housing Choice Voucher Program 2005 HQS Report



Out of the 388 inspections conducted in December, 17.53% (68 units) failed and 82.47% (320 units) passed. Of this 82.47% (320), 81.56% (261 of the 320) passed on the initial inspection, while 18.44% (59 of the 320) passed on re-evaluation.

Brown County Housing Authority
FORM: HUD 52681-B
WI 186

Line #	Sept '05	Oct '05	Nov '05	Dec '05	2005 Year-to-Date	Percent of Budget	2005 Budget
1	3,234	3,234	3,234	3,234	38,808	100.00%	38,808
2	2	-	-	1	12	52.17%	23
3	-	-	(1)	(1)	(4)		-
4	63	63	62	62	710	89.65%	792
5	2,865	2,788	2,809	2,894	35,956	96.38%	37,308
6	2,927	2,851	2,871	2,956	36,666	96.24%	38,100
7	306	383	363	278	2,142		708
8	90.54%	88.16%	88.78%	91.40%	94.48%		98.18%
9	\$ 24,678.91	\$ 25,367.09	\$ 24,625.00	\$ 24,974.00	\$ 282,118.00	94.99%	\$ 297,000.00
10	\$ 1,001,388.14	\$ 970,138.79	\$ 976,382.01	\$ 1,000,026.00	\$ 12,707,504.87	96.11%	\$ 13,222,500.00
11	\$ 1,026,067.05	\$ 995,505.88	\$ 1,001,007.01	\$ 1,025,000.00	\$ 12,989,622.87	96.08%	\$ 13,519,500.00
12	\$ 350.43	\$ 349.18	\$ 348.66	\$ 346.75	\$ 354.27		\$ 354.84
13	\$ 1,124,328.00	\$ 1,124,328.00	\$ 1,124,328.00	\$ 1,124,328.00	\$ 13,521,632.00	100.00%	\$ 13,521,631.00
14	\$ 1,026,067.05	\$ 995,505.88	\$ 1,001,007.01	\$ 1,025,000.00	\$ 12,989,622.87	96.08%	\$ 13,519,500.00
15	\$ 98,260.95	\$ 128,822.12	\$ 123,320.99	\$ 99,328.00	\$ 532,009.13		\$ 2,131.00
	91.26%	88.54%	89.03%	91.17%	96.07%		99.98%
16	\$ 118,822.00	\$ 118,822.00	\$ 118,822.00	\$ 118,822.00	\$ 1,415,425.00		\$ 1,415,425.00
17					\$ -		\$ -
18					\$ -		\$ -
19	\$ 118,822.00	\$ 118,822.00	\$ 118,822.00	\$ 118,822.00	\$ 1,415,425.00	100.00%	\$ 1,415,425.00
20	\$ 115,851.45	\$ 115,851.45	\$ 115,851.45	\$ 115,851.45	\$ 1,380,039.38	100.00%	\$ 1,380,039.38
21	\$ 103,129.86	\$ 112,498.91	\$ 112,183.00	\$ 114,500.00	\$ 1,317,453.00		
22	\$ 5,161.07	\$ 5,560.73	\$ 6,053.73	\$ 6,000.00	\$ 62,399.14		
23	\$ 108,290.93	\$ 118,059.64	\$ 118,236.73	\$ 120,500.00	\$ 1,379,852.14	99.99%	\$ 1,380,000.00
24	\$ 7,560.52	\$ (2,208.19)	\$ (2,385.28)	\$ (4,648.55)	\$ 187.24		\$ 39.38
25	\$ 115,851.00	\$ 115,851.00	\$ 115,851.00	\$ 115,851.00	\$ 1,380,034.00	100.00%	\$ 1,380,039.38
26	\$ 2,970.55	\$ 2,970.55	\$ 2,970.55	\$ 2,970.55	\$ 35,385.62		\$ 35,385.62
27	\$ 2,835.71	\$ 2,329.68	\$ 2,000.00	\$ 2,000.00	\$ 35,989.95		
28	\$ 134.84	\$ 640.87	\$ 970.55	\$ 970.55	\$ (604.33)		
29	\$ 111,126.64	\$ 120,389.32	\$ 120,236.73	\$ 122,500.00	\$ 1,415,842.09		
30	\$ 21.00	\$ 26.00	\$ 21.00	\$ 30.00	\$ 224.00	124.44%	\$ 180.00
31	\$ 13,863.75	\$ 13,863.75	\$ 13,863.75	\$ 13,863.75	\$ 147,880.00	100.00%	\$ 147,880.00
32	\$ 9,727.29	\$ 9,567.04	\$ 10,374.09	\$ 10,500.00	\$ 102,933.31	69.61%	\$ 147,880.00
33	\$ 4,136.46	\$ 4,296.71	\$ 3,489.66	\$ 3,363.75	\$ 44,946.69		\$ -



LANGAN INVESTIGATIONS

#4

Robert J. Langan

Investigator – Consultant

Retired Police Chief – Green Bay

Member: FBINA

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Green Bay, WI 54303

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Cell 920-680-2067

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Keith A Pamperin
Housing Administrator
100 N Jefferson St.
Green Bay, WI 54301

12/31/2005

RE: Monthly Report BCHA (DECEMBER)

Dear Keith,

Here is the report for the month of December. You will see some additions on the Fraud spreadsheet this month and in future months. I have added two new categories to the spreadsheet. The first is Arrest Log. Under the columns founded and date closed you will find the words ARREST LOG. This signifies that these entries come from information gathered as a result of the arrest log. There is a brief description of what was found. Only the arrests resulting in a termination letter being sent to the client are included in the spreadsheet. There are numerous other arrests that do not result in clients being terminated such as minor arrests and miss identification of addresses.

The second addition to the spreadsheet is DRUG WARRANTS and ARRESTS. The GBPD and I work together on drug information involving Section 8 addresses. When a warrant is served or a significant arrest is made and that knowledge is shared with me I pass that on to ICS and a termination letter is sent out to the client if it is appropriate.

ARREST LOG

12 Cases were investigated based on the arrest log in December that resulted in termination letters to the client.

DRUG WARRANTS and ARRESTS

3 Warrants were served and 1 significant arrest was made at Section 8 addresses resulting in termination letters.

FRAUD CASES

There were a number of fraud referrals building up at ICS. As a result I opened 25 new fraud cases at the beginning of the month. There were an additional 5 opened during the month for a total of 30. This was a little aggressive but I felt they should not sit too long in the event something significant was going on. The most important ones were dealt with first and some work was begun on the others. There are 10 cases outstanding from prior months as well. However not all cases have been taken out yet and they continue to come in steadily.

30 cases opened in December

8 cases closed as substantiated.

3 Closed as unable to substantiate

1 Closed as unfounded

1 Closed during investigation because client ended assistance.

1 Suspended because police are investigating sexual assault allegation.

16 Remain active.

Ken Broadhagen will begin working for Langan Investigation on 01/04/06 and will be working on this project with me. I expect we will address open fraud cases aggressively.

NEW APPLICANTS

23 Applications received.

16 Approved

5 Denied 1 Was a Port In that lived in Brown County Previously but fraudulently applied the first time.

1 Pending that appears to be living in Chicago while her children are living in another Section 8 home here.

1 Pending is a split household where an 18 & 17 year old are splitting out but the mother is presently inactive.

ADDITIONS TO HOUSEHOLD

1 In December approved.

I try to report something interesting each month with my report. This month it is something the police department passed on to me. I was doing a background on a new applicant and had one of those feelings you get with experience. I passed the client but because of her associations felt there would be a problem down the road. She was not on the program 2 months and only received her first rent check when the GBPD served a drug warrant. The police officer told me the first thing she said when he was arresting her was "I'm going to lose my housing".

As always if you have any questions on this report please call me at 362-7848.

Respectfully Submitted

Michael Mason
Langan Investigations

911 Calls Report** from Green Bay Police Department

Current Statistics

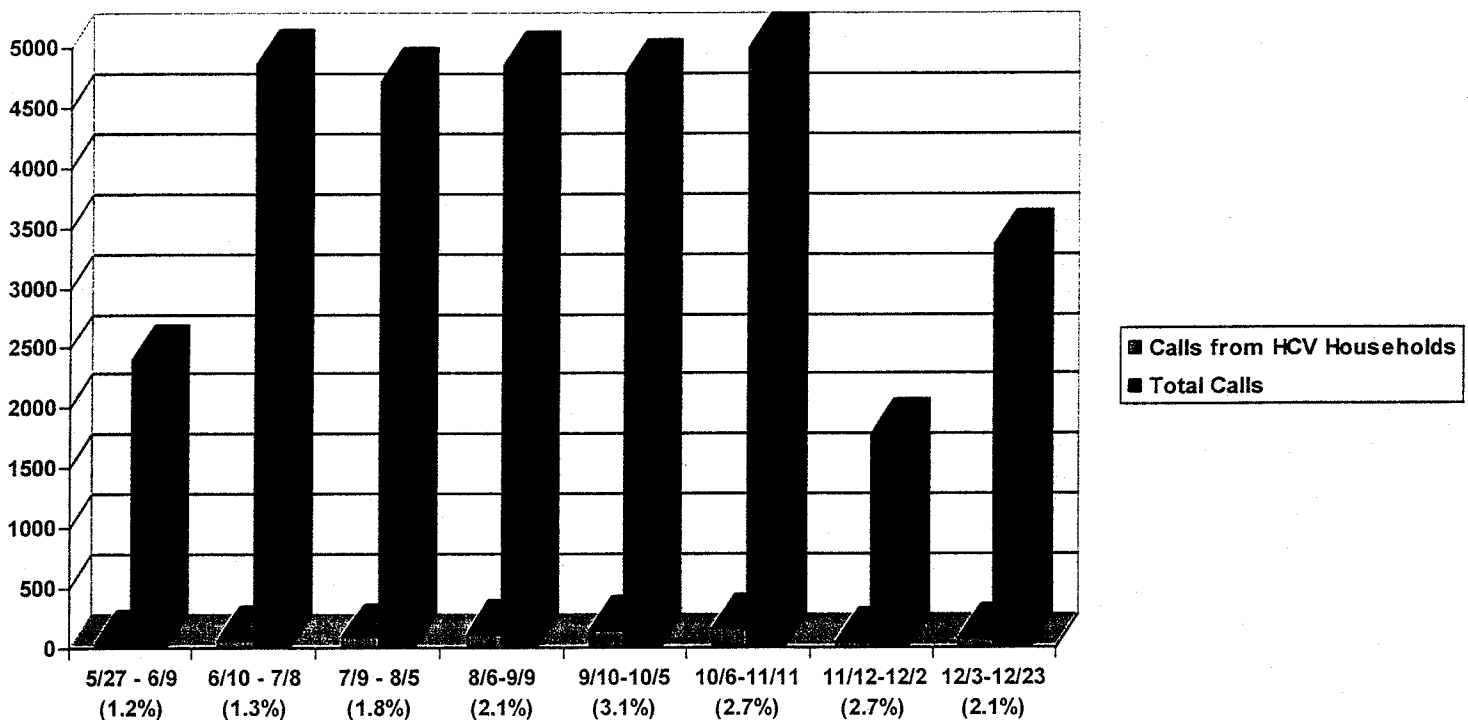
December 3 through December 23, 2005

- 70 of 3,363 calls (2.1%) were made from HCV Households
- The 70 calls were made from 59 different HCV households; therefore 59 of the reported 2,956 households (2.0% of program participants) receiving assistance in this timeframe made calls.

Cumulative Statistics

(including statistics from May 27, 2005 to Present)

- 715 of 33,039 calls (2.2%) were made from HCV Households.



***Please note that the number of HCV participants are the total households countywide.
The numbers of 911 calls and Arrests represent the City of Green Bay only.*

Arrests Report** from Green Bay Police Department

Current Statistics

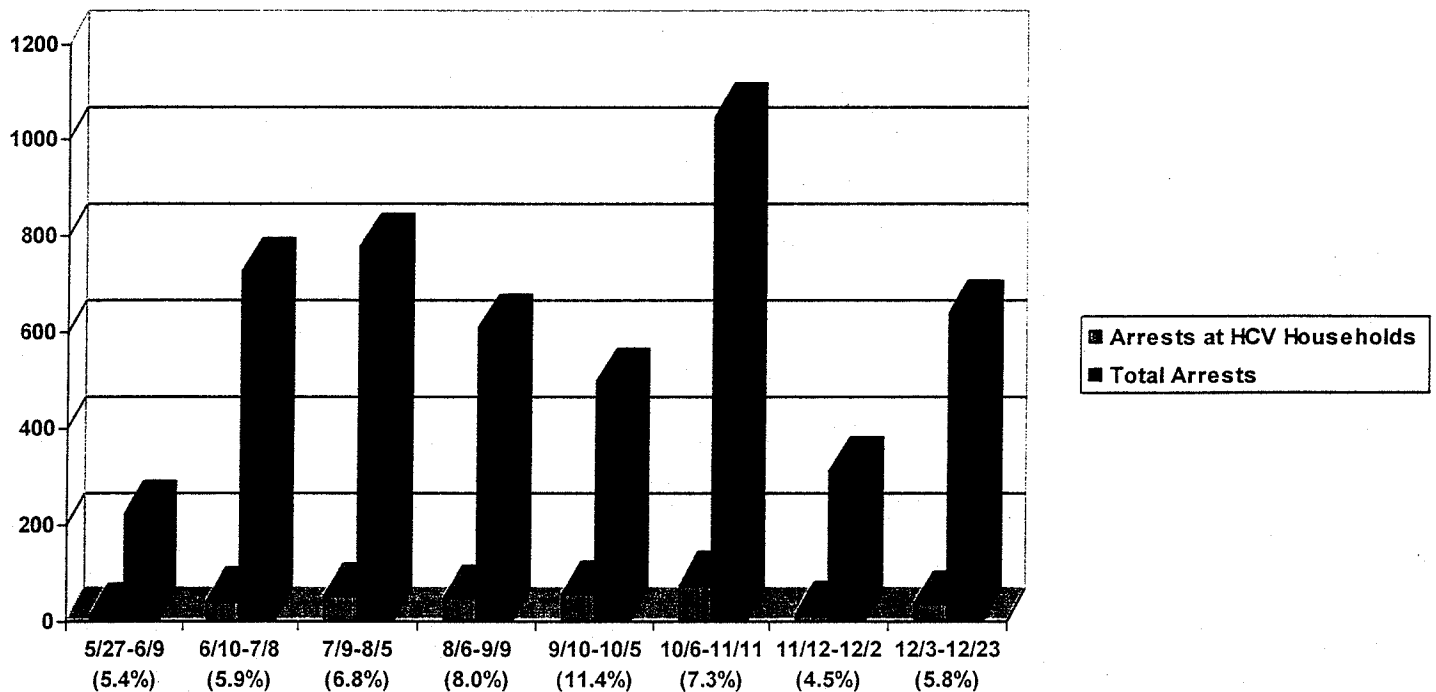
December 3 through December 23, 2005

- 37 of 641 arrests (5.8%) were made from HCV Households
- The 37 arrests were made from 20 different HCV households; therefore 20 of the reported 2,956 households (.7% of *program participants*) receiving assistance in this timeframe were on the arrest report.

Cumulative Statistics

(including statistics from May 27, 2005 to Present)

- 342 of the 4,849 (7.1%) arrests were made at HCV Households.



***Please note that the number of HCV participants are the total households countywide. The numbers of 911 calls and Arrests represent the City of Green Bay only.*



Brown County Housing Authority

100 North Jefferson Street
Room 608
Green Bay, Wisconsin 54301-5026
920 448 3400
fax 920 448 3426



Keith A. Pamperin
Supervisor
920 448 3414
keithpa@ci.green-bay.wi.us

January 10, 2006

Despina Gerakis
2020 Ann Lane
Green Bay, WI 54301

Dear Despina:

I am writing to confirm your attendance at a hearing before the Brown County Housing Authority to be held Monday, January 16, 2006, at 1:30 p.m. in Room 604, City Hall, 100 North Jefferson Street, Green Bay, Wisconsin, for the purpose of presenting your statements to the Authority regarding the NOTICE OF TERMINATION OF CONTRACT dated January 9, 2006, which you received in person on January 10, 2006.

If you fail to appear at the January 16th hearing, the Authority will proceed with the actions outlined in said notice.

Sincerely,

Keith A. Pamperin
Keith A. Pamperin
Housing Administrator

KAP:cml

I, Despina Gerakis, acknowledge that I have received the NOTICE OF TERMINATION OF CONTRACT dated January 9, 2006, from the Brown County Housing Authority and confirm notice and agreement to attend the hearing to be held Monday, January 16, 2006, at 1:30 p.m. in Room 604, City Hall, 100 N. Jefferson Street, Green Bay, Wisconsin, for the purpose of presenting my statements to the Authority regarding the NOTICE OF TERMINATION OF CONTRACT dated January 9, 2006.

Signed: January 10, 2006

Witnessed: January 10, 2006

Despina Gerakis
Despina Gerakis

Gathy Larsen
Gathy Larsen

NOTICE OF TERMINATION OF CONTRACT

TO: Despina Gerakis
2020 Ann Lane
Green Bay, 54301

PLEASE TAKE NOTICE that the Brown County Housing Authority has found that you are in material breach of your Housing Assistance Program contract.

Specifically, **THE BCHA FINDS:**

Despina Gerakis has breached the Housing Assistance Payments Contract of the Brown County Housing Choice Voucher Program 24 CFR part 982.453.

[REDACTED]

We have evidence that utilities, gas, heat, water/sewer, trash collection are included in the HAP contract signed September 1, 2004. Electricity, range, and refrigerator are the responsibility of the tenant.

We have evidence, including a listing in Despina's handwriting, that she changed the lease with the tenant, in violation of the HAP contract, to charge the tenant utilities that were included in the HAP contract. We have Despina's listing of utility charges. The HAP contract approves rent and utilities as stated above in the amount of \$655. Despina charged \$600 for rent plus 65% of the utility costs for the property from August 2004 to April 2005 for gas, heat, and electric for a total of \$901.58. The upstairs tenant was charged the remaining 35% for \$471.48. In addition, the tenant was charged 70% of the water bill, which was included in the HAP for a total of \$197.53.

Based on this evidence, we believe the landlord has fraudulently collected utility payments that were to be included in the HAP contract.

[REDACTED]

The HAP contract dated 9/1/04 includes all utilities. We have evidence the landlord, Despina Gerakis, demanded in writing and attempted to intimidate the tenant into paying utilities, which were already included in the HAP contract. The landlord threatened to shut off electricity and take her to court if the tenant did not pay (up to \$409.59). The tenant was served repeated 5-day notices, the property was shown for sale without proper notice, and the tenant alleges the property was searched without notice or permission.

Based on this evidence, we believe the landlord has fraudulently attempted to collect utility payments that were included in the HAP contract.

[REDACTED]

In this case, the tenant notified the landlord that the heat was out on December 12, 2004. The landlord advised the tenant that it was too expensive to have service repairs on the weekend and instructed the tenant to use the range oven, which is in violation of housing and fire codes, to heat the apartment. Approximately 13 hours later, a daughter passed out from carbon monoxide and was taken to the emergency room to be treated. The mother drove the children to the hospital because they were on medical assistance and feared they would be charged for a rescue squad call. Three children ages 10, 6, and 4, as well as the mother, were treated for carbon monoxide toxicity.

Based on this evidence, we believe the landlord knowingly placed the tenants at severe risk in violation of HAP contract Housing Quality Standards.

YOU ARE NOTICED:

1. That the Brown County Housing Authority will terminate all active contracts of which you are currently a party to either directly or through an agency.
2. That you are hereby barred from eligibility for any additional Housing Assistance Program contracts for five (5) years from the last citation received by law enforcement or the inspection department of any municipality in which you own property.
3. That pursuant to "§4 Term of HAP Contract" of the Housing Assistance Payment Contract, in conjunction with "§9 Lease, Relation to HAP Contract," the leases of any current residence receiving Housing Assistance shall be terminated at the conclusion of your HAP contract.

IF YOU DISAGREE WITH THIS DECISION:

You may file in writing with the Brown County Housing Authority a request for a hearing on this matter stating why the above decision is erroneous. Such request shall be provided to the official designated below **not more than 14 days from your receipt of this notice**. Failure to submit such request within 14 days will be deemed waiver of your hearing.

Request shall be delivered to:

Keith A. Pamperin
Housing Administrator
Green Bay & Brown County
100 N. Jefferson Street, Room 608
Green Bay, WI 54301- 5026

Upon receipt of your request for a hearing, the Brown County Housing Authority shall arrange for a hearing on this matter to be heard within 45 days of receipt of your request.

At such time, you will have the right to bring forth evidence contradicting the findings of the Brown County Housing Authority. Upon the completion of such hearing, the determination of the Housing Authority shall be deemed a final determination on this matter.

YOU ARE FURTHER NOTICED:

That pending any final decision on this matter, you will be enjoined from the entry of any additional Housing Assistance Contracts with the Brown County Housing Authority.

Dated this 9th day of January 2006.

Tom Diedrick / CM
Tom Diedrick, Chair

Chapter 15
Denial or Termination of Assistance

Addition under Grounds for Denial or Termination of Assistance:

Unauthorized household members discovered through a fraud investigation on a household currently receiving or having received housing assistance will be denied program participation. The period of ineligibility will match that of the household they were a part of.

**Streamlined PHA Plan
PHA Certifications of Compliance**

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

**PHA Certifications of Compliance with the PHA Plans and Related Regulations:
Board Resolution to Accompany the *Streamlined Annual PHA Plan***

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the streamlined Annual PHA Plan for PHA fiscal year beginning _____, hereinafter referred to as the Streamlined Annual Plan, of which this document is a part and make the following certifications, agreements with, and assurances to the Department of Housing and Urban Development (HUD) in connection with the submission of the Streamlined Plan and implementation thereof:

1. The streamlined Annual Plan is consistent with the applicable comprehensive housing affordability strategy (or any streamlined Plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, and provided this Board or Boards an opportunity to review and comment on any program and policy changes since submission of the last Annual Plan.
3. The PHA made the proposed streamlined Annual Plan, including policy and program revisions since submission of the last Annual Plan, and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the streamlined Plan and invited public comment.
4. The PHA will carry out the streamlined Annual Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
5. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identify any impediments to fair housing choice within those programs, address those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and maintain records reflecting these analyses and actions.
6. For streamlined Annual Plans that include a policy or change in policy for site-based waiting lists:
The PHA regularly submits required data to HUD's MTCS in an accurate, complete and timely manner (as specified in PIH Notice 99-2);
 - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
 - Adoption of site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
 - The PHA shall take reasonable measures to assure that such waiting list is consistent with affirmatively furthering fair housing;
 - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(b)(2).
7. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
8. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
9. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
10. The PHA has submitted with the streamlined Plan a certification with regard to a drug-free workplace required by 24 CFR Part 24, Subpart F.
11. The PHA has submitted with the streamlined Plan a certification with regard to compliance with restrictions on lobbying required by 24 CFR Part 87, together with disclosure forms if required by this Part, and with restrictions on payments to influence Federal Transactions, in accordance with the Byrd Amendment and implementing regulations at 49 CFR Part 24.
12. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
13. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
14. The PHA will provide HUD or the responsible entity any documentation that the Department needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58.
15. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
16. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.

17. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act and 24 CFR Part 35.
18. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments) and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments.).
19. The PHA will undertake only activities and programs covered by the streamlined Annual Plan in a manner consistent with its streamlined Annual Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its streamlined Plan.
20. All certifications and attachments (if any) to the streamlined Plan have been and will continue to be available at all times and all locations that the PHA streamlined Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the streamlined Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its streamlined Annual Plan and will continue to be made available at least at the primary business office of the PHA.
21. The PHA certifies that the following policies, programs, and plan components have been revised since submission of its last Annual PHA Plan (check all policies, programs, and components that have been changed):

- ☐ 903.7a Housing Needs
- ☐ 903.7b Eligibility, Selection, and Admissions Policies
- ☐ 903.7c Financial Resources
- ☐ 903.7d Rent Determination Policies
- ☐ 903.7h Demolition and Disposition
- ☐ 903.7k Homeownership Programs
- ☐ 903.7r Additional Information
 - ☐ A. Progress in meeting 5-year mission and goals
 - ☐ B. Criteria for substantial deviation and significant amendments
 - ☐ C. Other information requested by HUD
 - ☐ 1. Resident Advisory Board consultation process
 - ☐ 2. Membership of Resident Advisory Board
 - ☐ 3. Resident membership on PHA governing board

22. The PHA provides assurance as part of this certification regarding its streamlined annual PHA Plan that:
- (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
 - (ii) The changes were duly approved by the PHA board of directors (or similar governing body); and
 - (iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.

PHA Name _____

PHA Number _____

Streamlined Annual PHA Plan for Fiscal Year: _____

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Thomas J. Diedrick	Title	Chairperson Brown County Housing Authority
Signature	X	Date	

MINUTES
SPECIAL HEARING OF THE
BROWN COUNTY HOUSING AUTHORITY
Monday, January 16, 2006
City Hall
100 N. Jefferson Street, Room 604
Green Bay, Wisconsin 54301
1:30 p.m.

MEMBERS PRESENT: Tom Diedrick-Chair; Rich Aicher-Vice-Chair; Paul Kendle; Darlene Hallet; and Michael Welch.

OTHERS PRESENT: Despina Gerakis, Ann Hartman, Rosemary Jonas, Cathy Larsen, Officer R. Litzsinger, Mike Mason, Jessica Potter, Larry Wiest, Cheryl Renier-Wigg, and Rob Strong.

Public hearing: Review and comment regarding the findings of fact and conclusions of the hearing pertaining to contractual status of owner, Despina Gerakis, and determination on what action the Brown County Housing Authority will take.

T. Diedrick called the special meeting to order at 1:30 p.m. and introduced himself to D. Gerakis. In response to T. Diedrick's inquiry, D. Gerakis stated that she did receive a copy of the Notice of Termination of Contract, she does understand all of the things listed in it, and she does not need to have it read to her.

T. Diedrick stated that all BCHA members are in attendance so there is a quorum. D. Gerakis was informed that she is being given an opportunity to make any statements and present any evidence she feels she would like to use to justify her situation. After that, other people will be given a chance to speak.

Allegation #1 - [REDACTED]

We have evidence that utilities, gas, heat, water/sewer, trash collection are included in the HAP contract signed September 1, 2004. Electricity, range, and refrigerator are the responsibility of the tenant.

We have evidence, including a listing in Despina's handwriting, that she changed the lease with the tenant, in violation of the HAP contract, to charge the tenant utilities that were included in the HAP contract. We have Despina's listing of utility charges. The HAP contract approves rent and utilities as stated above in the amount of \$655. Despina charged \$600 for rent plus 65% of the utility costs for the property from August 2004 to April 2005 for gas, heat, and electric for a total of \$901.58. The upstairs tenant was charged the remaining 35% for \$471.48. In addition, the tenant was charged 70% of the water bill, which was included in the HAP for a total of \$197.53.

Based on this evidence, we believe the landlord has fraudulently collected utility payments that were to be included in the HAP contract.

D. Gerakis stated that she noticed that the windows in the bedroom were broken, and the tenant's son told her he broke them. The mother later claimed that the windows were broken when they moved in. The son continued to break things, including every window. It turns out,

the mother was the one destroying the property. She was behind in the rent, and D. Gerakis asked for all of the windows to be fixed to conserve heat. The tenant put plastic over the windows instead of replacing them. The two parties agreed that the bill would be split 50/50, and the tenant asked D. Gerakis to include the utilities charge with her rent.

D. Gerakis claimed that the tenant would keep her shades pulled down and the lights turned on all the time. The lady claimed she wanted the shades down for privacy. Additionally, a "guy" was living with her, and D. Gerakis reported this to housing. It turns out that the guy was receiving housing for a different location.

D. Gerakis stated that the \$850/mo. housing payment was reduced to \$822/mo., which includes utilities. She tried to collect more money in order to help pay for the increased heating bill because of the broken windows.

D. Gerakis stated that the property was inspected in September. When she went to the house to collect the rent, she noticed that the bathroom water was leaking because the "hot water thing" was broken. The tenant said she would replace it, but didn't, and D. Gerakis had to have someone replace it. The water bill for 3 months was \$350.00.

D. Gerakis sent the tenant a 5-day notice to pay the rent and the balance of the security deposit. The lease is for her and her children only. She is losing money because of this tenant's destruction, abuse of the utilities, and the man living there.

K. Pamperin asked if there was a housing assistance contract on this address that included all utilities. D. Gerakis responded that there was, but she did not anticipate the abuse of utilities and the other person living there using the utilities. K. Pamperin asked D. Gerakis if she charged the tenant for the additional utility costs. D. Gerakis stated that the tenant never paid and that she owes for the rent.

D. Gerakis stated that the family moved out on December 31, 2005, (she thinks but could not locate the letter with the exact date) so she went to check the property the next day. Her children were still there, the windows were wide open, and she discovered that the new stove and refrigerator were missing. She called 911 to report this. When the tenant returned, D. Gerakis asked her where the appliances were. She responded that the movers took them by mistake. The police came, and they yelled at D. Gerakis for threatening the children. D. Gerakis claimed that this was not true.

D. Gerakis stated that she was later told by the police that the tenant was in jail and the appliances had been sold. Additionally, she had not been informed that the lady was evicted from her previous house for not paying rent.

K. Pamperin stated that the issue before the Authority was regarding a housing assistance payment contract. D. Gerakis responded that she never received any money, and they stole her appliances and damaged her property. K. Pamperin asked if she received housing assistance payments on behalf of this tenant. D. Gerakis responded that she received only partial payments. K. Pamperin asked if she collected extra funding from the tenant. D. Gerakis responded that she didn't because the tenant kept claiming she would pay the next month. K. Pamperin stated that to be in compliance with the housing assistance payment contract, you must collect the tenant's portion of the rent from the tenant. D. Gerakis stated that the reason she asked for extra money was because the tenant was abusing the utilities and never reported the broken windows and other things. K. Pamperin asked how long she was a tenant. D.

Gerakis responded that she was a tenant for a year and a couple of months. She owes for 3 months of rent, over \$600. WPS took her to court last year because she owed over \$5,000 because of this tenant.

K. Pamperin told D. Gerakis that the issue is that she did have a housing assistance payment contract that paid housing assistance payments based on rent and utilities and she admitted to receiving said assistance payments on behalf of this tenant and, at the same time, she attempted to collect utility payments from this tenant. [During K. Pamperin's statement, D. Gerakis responded "yes" numerous times.] D. Gerakis stated that she reported the extra person in the home to housing, and housing did nothing. She stated, "Tell me if I'm wrong. I am wrong with the next one, and I'm going to say yes I'm wrong, but here I'm not wrong."

K. Pamperin told D. Gerakis that the issue with the first one is that she had a housing assistance payment contract, and she was paid for all of the utilities, and she either collected or attempted to collect utilities in addition to the housing assistance payments contract. That's in direct violation of the contract. [During K. Pamperin's statement, D. Gerakis responded "yes" numerous times.] D. Gerakis responded that she never received anything, and "the violation of the contract was with the housing when I tell them there is another person living there and using the utilities I pay. They did nothing. Okay, so it violates the contract. You're the housing."

K. Pamperin asked and D. Gerakis agreed to go on to the next item.

Allegation #2 -

In this case, the tenant notified the landlord that the heat was out on December 12, 2004. The landlord advised the tenant that it was too expensive to have service repairs on the weekend and instructed the tenant to use the range oven, which is in violation of housing and fire codes, to heat the apartment. Approximately 13 hours later, a daughter passed out from carbon monoxide and was taken to the emergency room to be treated. The mother drove the children to the hospital because they were on medical assistance and feared they would be charged for a rescue squad call. Three children ages 10, 6, and 4, as well as the mother, were treated for carbon monoxide toxicity.

D. Gerakis stated that this tenant is a "garbage tenant" with a criminal record. Over 99.9 percent of the people getting housing are abusing the system. They are lazy people.

D. Gerakis stated that the tenant called late one night saying she didn't have heat. D. Gerakis did not know how to start the unit and did not have money to pay for an evening service call. She didn't mean any harm and suggested the tenant use the stove and she would have someone check the heat the next day. The tenant responded that she would do that.

D. Gerakis stated that a man from Public Service called the next morning saying he was not able to get in the house. Later the tenant called that – upon the WPS man's suggestion – she and her children were at the hospital for treatment. Both she and the tenant were later shown how to start the unit. D. Gerakis stated that she had to evict the tenant because she stole things, damaged property, spit in her face, and lied.

K. Pamperin asked D. Gerakis if the tenant had called and said that the heat was out. D. Gerakis responded yes. K. Pamperin asked if D. Gerakis advised the tenant to use the oven. D. Gerakis responded yes because it was late in the night. WPS later told her that the stove was leaking gas. She did not know this and did replace it right away.

K. Pamperin asked D. Gerakis if she understood that as part of the housing assistance payment contract it is her responsibility to make sure that the tenant has heat [D. Geraski responded "yes"] and to not violate the code by advising them to use the oven. D. Gerakis responded that she did not know that it was a violation, and she has done the same thing in her house. She didn't mean to jeopardize a person's life.

T. Diedrick stated that they would move onto the last complaint.

Allegation #3 -

The HAP contract dated 9/1/04 includes all utilities. We have evidence the landlord, Despina Gerakis, demanded in writing and attempted to intimidate the tenant into paying utilities, which were already included in the HAP contract. The landlord threatened to shut off electricity and take her to court if the tenant did not pay (up to \$409.59). The tenant was served repeated 5-day notices, the property was shown for sale without proper notice, and the tenant alleges the property was searched without notice or permission.

Based on this evidence, we believe the landlord has fraudulently attempted to collect utility payments that were included in the HAP contract.

D. Gerakis stated, "This complaint I make mistake. This complaint I'm guilty because I try, my stupidity to be nice to this tenant. I was, um, I was, um, this I'm guilty." She stated that she managed another property for another guy. The rent wasn't paid and she suggested that they contact housing to get some help to get a better place to live. A year later, the lady called her and said she got housing and because D. Gerakis had helped her, she would like to rent one of her places. She was qualified for housing and she wanted something nice, so D. Gerakis said she showed her places in her price range. D. Gerakis cautioned her that a nicer place would cost more money, and D. Gerakis stated that the lady asked, "Can I pay the extra money?" D. Gerakis stated that she didn't mean any harm, she tried to please her and said, "Okay. And this was my mistake. Because the rent was extra."

K. Pamperin asked how many rental properties D. Gerakis manages or owns. D. Gerakis responded, "A lot. I used to manage for other people, but I don't do it no more because it was too much work and I'm getting rid of all of my properties right now. I put them all in the market." K. Pamperin asked if she was selling her properties because he thought she had just purchased more. She responded that she is selling them, and she did just purchase more but it's a politics issue because Green Bay wants to have control and fine those landlords who own a lot of property and destroy their dreams. "They make me sign papers to sell all of them and not to own anymore properties in Green Bay. Otherwise I'm going to have a year in jail and pay \$10,000 fine if I don't sell them by end of this year. And I'm going to give up anyway."

K. Pamperin asked D. Gerakis if she was a licensed broker. D. Gerakis responded that she is and asked why. K. Pamperin responded that it is important to know that she is trained in this area. D. Gerakis stated that she is not a slum landlord. Her property is perfect, but the city is after her to sell.

T. Diedrick asked if there was anything else D. Gerakis wanted to say. D. Gerakis responded that "I think my mistake was one of this three complaints, yes." T. Diedrick asked if any of the Commissioners had questions. He then opened the hearing to allow public comment.

L. Wiest, City of Green Bay Building Inspector, handed out a packet of information and said that it was a synopsis of D. Gerakis' properties and complaints, some from the tenants and some from the neighbors. She owns 25 properties in Green Bay, and of those 25 properties, there have been 251 reported complaints. L. Wiest referenced specific properties and the complaints, including vehicle problems, interior issues, and plumbing and electrical problems. D. Gerakis responded that she is being made to look like a slumlord and said, "I've had enough with you guys." L. Wiest stated that she was also cited for having work done without proper permits.

K. Pamperin asked L. Wiest if D. Gerakis had been called before the nuisance abatement team. L. Wiest responded that she had been (4th sheet of the handout) on April 26, 2005, and they went over all of her properties with issues. The police department was also in attendance. She was to make a list of all of her tenants since she claims they are the ones causing the problems. D. Gerakis responded that she had made the list and gave it to the police, but they probably "just throw it in the toilet." L. Wiest stated that he has seen some improvements of her property.

T. Diedrick asked if there were any other comments. D. Gerakis stated, "Like I said, I'm guilty on one of the housing. Yes, I am, and the reason I am is because my stupidity. I tried to be nice. and I thought maybe they could adjust for one mistake. I thought maybe they, ah, can forgive me."

T. Diedrick closed the hearing at 2:30 p.m. and stated that the Commission would make a decision at the regular BCHA meeting based on all of the evidence presented today.

R. Litzsinger, Community Police Officer, asked if he could make a comment. He asked D. Gerakis if she had ever attended a landlord training seminar. D. Gerakis responded that she had and had learned "some stuff." He stated that he understood her challenges and what she is saying. D. Gerakis interrupted and said, "Maybe you one of the good ones, but 99.9 are not good." R. Litzsinger stated that at the request of his lieutenant, he did a review of police incidents at D. Gerakis' property. There were about 168. He pointed out that she admitted in her own words to making some mistakes and asked why she provided the key to this tenant before receiving the security deposit. She responded, "...I have a heart. I try to, I help people." R. Litzsinger responded that the police try to help people too. In his review, he noted several incidents of disturbances and verbal exchanges between D. Gerakis and her tenants. [D. Gerakis repeatedly interrupted the officer's comments.]

The hearing officially closed at 2:34 p.m. T. Diedrick thanked everyone for attending and stated that the BCHA meeting would resume at 3:00 p.m.

D. Gerakis stated "I'm sorry. I'm little bit upset with the system."

:cml